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Trade Facilitation

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TRADE FACILITATION INFORMATION

Adoption of the CMI Uniform Rules for Sea Waybills

1. Under the auspices of the Comité maritime international (CMI), its Uniform Rules for Sea Waybills were adopted at the Paris Conference in 1991.

2. The need for Uniform Rules arises mainly from the fact that a sea waybill is not a document of title, and appropriate provisions are needed to govern the right of control over the goods and parties' rights and liabilities in respect of delivery.

3. The new Rules are not a convention and no legislation is needed before they take effect. They are immediately available for adoption by any carriers who see fit to incorporate them into their sea waybills.

4. The attached document is reproduced in the form in which it was received by the secretariat.

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CMI UNIFORM RULES FOR SEA WAYBILLS

1. Scope of Application

(i) These Rules shall be called the "CMI Uniform Rules for Sea Waybills".

(ii) They shall apply when adopted by a contract of carriage which is not covered by a bill of lading or similar document of title, whether the contract be in writing or not.

2. Definitions

In these Rules :

"Contract of carriage" shall mean any contract of carriage subject to these Rules which is to be performed wholly or partly by sea.

"Goods" shall mean any goods carried or received for carriage under a contract of carriage.

"Carrier" and "Shipper" shall mean the parties named in or identifiable as such from the contract of carriage.

"Consignee" shall mean the party named in or identifiable as such from the contract of carriage, or any person substituted as consignee in accordance with rule 6(i).

"Right of Control" shall mean the rights and obligations referred to in rule 6.

3. Agency.

(i) The shipper on entering into the contract of carriage does so not only on his own behalf but also as agent for and on behalf of the consignee, and warrants to the carrier that he has authority so to do.

(ii) This rule shall apply if, and only if, it be necessary by the law applicable to the contract of carriage so as to enable the consignee to sue and be sued thereon. The consignee shall be under no greater liability than he would have been had the contract of carriage been covered by a bill of lading or similar document of title.

4. Rights and Responsibilities

(i) The contract of carriage shall be subject to any International

Convention or National Law which is,or if the contract of carriage had been covered by a bill of lading or similar document of title would have been, compulsorily applicable thereto. Such convention or law shall apply notwithstanding anything inconsistent therewith in the contract of carriage.

(ii) Subject always to subrule (i), the contract of carriage is governed by :

(a) these Rules;

(b) unless otherwise agreed by the parties, the carrier's standard terms and conditions for the trade, if any, including any terms and conditions relating to the non-sea part of the carriage;

(c) any other terms and conditions agreed by the parties.

(iii) In the event of any inconsistency between the terms and conditions mentioned under subrule (ii)(b) or (c) and these Rules, these Rules shall prevail.

5. Description of the Goods

(i) The shipper warrants the accuracy of the particulars furnished by him relating to the goods, and shall indemnify the carrier against any loss, damage or expense resulting from any inaccuracy.

(ii) In the absence of reservation by the carrier, any statement in a sea waybill or similar document as to the quantity or condition of the goods shall

(a) as between the carrier and the shipper be prima facie evidence of receipt of the goods as so stated;

(b) as between the carrier and the consignee be conclusive evidence of receipt of the goods as so stated, and proof to the contrary shall not be permitted, provided always that the consignee has acted in good faith.

6. Right of Control

(i) Unless the shipper has exercised his option under subrule (ii) below, he shall be the only party entitled to give the carrier instructions in relation to the contract of carriage. Unless prohibited by the applicable law, he shall be entitled to change the name of the consignee at any time up to the consignee claiming delivery of the goods after their arrival at destination, provided he gives the carrier reasonable notice in writing, or by some other means acceptable to the carrier, thereby undertaking to indemnify the carrier against any additional expense caused thereby.

(ii) The shipper shall have the option, to be exercised not later than the receipt of the goods by the carrier, to transfer the right of control to the consignee. The exercise of this option must be noted on the sea waybill or similar document, if any. Where the option has been exercised the consignee shall have such rights as are referred to in subrule (i) above and the shipper shall cease to have such rights.

7. Delivery

(i) The carrier shall deliver the goods to the consignee upon production of proper identification.

(ii) The carrier shall be under no liability for wrong delivery if he can prove that he has exercised reasonable care to ascertain that the party claiming to be the consignee is in fact that party.

8. Validity

In the event of anything contained in these Rules or any such provisions as are incorporated into the contract of carriage by virtue of rule 4, being inconsistent with the provisions of any International Convention or National Law compulsorily applicable to the contract of carriage, such Rules and provisions shall to that extent but no further be null and void.